

**FORMAT OF BANK GUARANTEE FOR
EARNEST MONEY DEPOSIT**

Note : To be executed on a non-judicial
paper of appropriate value.

Ref. No.....

IN CONSIDERATION of Krishak Bharati Cooperative Ltd., having its Registered Office at 49-50, Nehru Place, New Delhi (hereinafter called 'The Society' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt _____ (hereinafter called 'the said Tenderer(s) which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of Tender No. _____ hereinafter called 'the said Tender' of such Earnest Money for the due fulfillments by the said Tender(s) of the terms and conditions contained in the said tender _____ for _____ on production of Bank Guarantee for Rs. _____ (Rupees _____ only), we _____ Bank hereinafter referred to as 'the Bank' do hereby undertake to pay to the Society an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the said Society by reason of any breach by the said Tenderer(s) of any of the terms and conditions contained in the said Tender (the decision of the Society as to any such breach having been committed and loss suffered shall be binding on us.)

2. We Bank do hereby undertake to pay the amounts due and payable under this Guaranteed without any demur merely on a demand from the Society stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by the Society by reason of any breach by the said Tenderer(s) of any of the terms and conditions contained in the said tender or by reason of the said 'Tenderer's failure to keep the tender open. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. WE Bank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tender(s) and/or till all the dues of the Society under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Society certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenders and accordingly discharges the Guarantee unless a demand or claim under this guarantee is made on us in writing on or before the _____ and a claim period of 6 months over and above the period mentioned in the paragraph for the validity of the Bank Guarantee in the tender. We shall be discharged from all liability under this guarantee thereafter.

R. B. NANDODE
JT. GENERAL MANAGER (MECH.)
KRISHAK BHARATI COOPERATIVE
P.O.: KRIBHCONAGAR
SURAT - 394 515

4. WE _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Society in writing.

5. The Bank declares that it has the power to issue the guarantee under Regulations 1959 and the undersigned has full powers to do so on behalf of the Bank.

Dated _____ day of _____ 20 _____

Signature of issuing authority with seal.

CORPORATE SEAL

FOR _____ BANK